



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PARKS AND RECREATION

433 South Vermont Avenue • Los Angeles, California 90020-1975 • (213) 738-2961

Ralph S. Cryder, . . . Director

### EXECUTIVE SUMMARY

#### AUTHORIZATION TO ENTER INTO AGREEMENTS WITH PARK AND RECREATION NONPROFIT SUPPORT ORGANIZATIONS (All Districts - 3 Vote Matter)

#### COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

Pete Schabarum  
First District

Kenneth Hahn  
Second District

Edmund Edelman  
Third District

Deane Dana  
Fourth District

Mike Antonovich  
Fifth District

REQUEST: Authorize the Director of Parks and Recreation to enter into agreements for mutual support with nonprofit groups organized to benefit public parks and recreation.

#### FISCAL

IMPACTS: None. Department will provide non-monetary support from budgeted resources. Nonprofit groups will assist in expanding public services.

#### ISSUES:

- Legal authority for agreements in Section 26227 of the Government Code.
- Agreements would be for one-year term with automatic renewals, and may be cancelled without cause by either party.
- Similar relationships exist on an informal basis.
- County Counsel has approved as to form the attached sample agreement.

#### PARK AND RECREATION COMMISSION

James Bishop  
Arturo Chayra  
Gloria Heer  
George Ray  
Douglas Washington

#### FISH AND GAME COMMISSION

J. Bradford Crow  
Bradley Nuremberg  
Richard Kneer  
George Kobayashi  
David Lippey



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# COUNTY OF LOS ANGELES

## DEPARTMENT OF PARKS AND RECREATION

433 South Vermont Avenue - Los Angeles, California 90020-1975 - (213) 738-2961

Ralph S. Cryder . . . Director

March 24, 1988

### COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

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The Honorable Board of Supervisors  
County of Los Angeles  
383 Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

### AUTHORIZATION TO ENTER INTO AGREEMENTS WITH PARK AND RECREATION NONPROFIT SUPPORT ORGANIZATIONS (All Districts - 3 Vote Matter)

A large portion of the public services provided through the Department of Parks and Recreation is due to the voluntary efforts of individuals and organizations working in close association with our staff. This voluntary support enables us to extend the benefits of the County's parks and recreation resources far beyond what would otherwise be possible.

In recognition of the importance of voluntary support by individuals and organizations, we have implemented various means of attracting, retaining, and improving the effectiveness of voluntary support. Our volunteers and support groups have been honored in several local, state, and national awards programs in recent years.

With the increasing interaction between staff and volunteers, we wish to establish a legal basis for the exchanges of support, particularly with organized "Friends" groups, that lead to expanded public parks and recreation benefits. Section 26227 of the Government Code authorizes County Boards of Supervisors to contract for provision of public services, and to allow the contractor the use of County property in the provision of such services. This authority is the basis for the agreement approved by your Board on April 4, 1987 with the Friends of Greater Los Angeles Parks.



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The Honorable Board of Supervisors  
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March 24, 1988

This Department has several other support groups with which contracts under this authority would be appropriate and in the public interest. These are nonprofit corporations or nonprofit associations organized and operated for the purpose of improving or expanding public park and recreation benefits in the County of Los Angeles. Examples of such groups include Partners Assisting Recreation through Cooperative Support, Santa Fe Dam Recreational Area Support Foundation, and the Foundation of Parks and People.

The attached agreement identifies the types of services to be provided by the support groups and the types of assistance to be provided by the County, subject to the availability of these services at the discretion of the Director of Parks and Recreation. The County services may include staff support, temporary and occasional use of space, materials, and equipment, and postage and mail-handling. There will be no obligation of County resources not under the jurisdiction of the Director of Parks and Recreation, and no transfer of County funds to support groups under these agreements. Either party could terminate without cause on thirty (30) days notice.

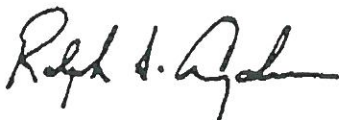
No augmentation of this Department's budget is required to carry out the purposes of these agreements. The example attached has been approved as to form by County Counsel.

Your Board's authorization of the Director of Parks and Recreation to enter into these agreements with our nonprofit support organizations, will allow for clear delineation of the relationship between the Department and its support groups, and result in improved public services at no additional cost to the County.

IT IS THEREFORE RECOMMENDED:

That your Board authorize the Director of Parks and Recreation to enter into agreements substantially like the attached example with nonprofit groups organized and operated for the purpose of improving or expanding public park and recreation benefits in the County.

Respectfully yours,



Ralph S. Cryder  
Director

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On motion of Supervisor Schabarum, seconded by Supervisor Dana, unanimously carried, the foregoing was adopted.

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AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 1988

BY AND BETWEEN

COUNTY OF LOS ANGELES,  
a body corporate and politic,  
hereinafter referred to as  
"County"

AND

\_\_\_\_\_, a nonprofit  
organization, hereinafter referred  
to as "Contractor"

W I T N E S S E S

WHEREAS, the parks and recreation services of the County can be expanded and improved with the assistance of private individuals and organizations; and

WHEREAS, Contractor is organized and operated for the primary purpose of improving and expanding park and recreation services for the benefit of the public in the County of Los Angeles; and

WHEREAS, County and Contractor desire to cooperate in providing programs for the benefit of the public at County facilities; and

WHEREAS, County, pursuant to Section 26227 of the Government Code, is authorized to contract with Contractor in accordance with the terms and conditions set forth herein to render services; and

WHEREAS, Contractor is qualified by reason of experience, interest, and organization to provide the services contemplated by this Agreement,

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NOW THEREFORE, County and Contractor do hereby agree to the following:

1. TERM OF AGREEMENT

The term of this Agreement is one year, with automatic annual renewals unless and until terminated pursuant to the applicable terms hereof, during which time County and Contractor may perform the services provided for herein.

2. SERVICES OF CONTRACTOR

Contractor shall, in a manner satisfactory to County, provide the following services:

a. Solicit, receive, and distribute donations and grants of materials, services, and funds, or assist in such efforts by the County, for the improvement of public services of County's parks and recreation facilities.

b. Administer donated and granted funds designated for future use for improvements of public services of County's parks and recreation facilities.

c. Assist County in providing public services through County's parks and recreation facilities.

3. SERVICES OF COUNTY

a. County will assist Contractor in providing the aforementioned services by providing staff support, temporary and occasional use of space, materials, and equipment, and postage and mail handling services on an as-needed basis to the extent that same are available.

b. Contractor's use of resources provided by County shall be scheduled by the Director of Parks and Recreation.

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c. County shall have no duty of payment, obligation or liability to Contractor employees, officers, agents, or vendors or subcontractors. County shall have no duty of payment under this Agreement other than as set forth in this section.

4. USE OF SERVICES

This Agreement is founded on the premise that the program contemplated is for the purpose of furthering the objectives recited herein and that the services provided under this Agreement are within the power of County and Contractor to provide. Contractor agrees to keep on file with the Director at all times a copy of its current Bylaws, Articles of Incorporation, and/or statement of purpose. In the event that program monitoring discloses that said services are not being used for that purpose or that Contractor has adopted or amended its Bylaws or amended its Articles of Incorporation or amended its statement of purpose with the result that, as determined by the Director of Parks and Recreation, Contractor's policies or programs conflict with the purposes originally declared in Contractor's Bylaws, Articles of Incorporation, or statement of purpose, or with the purposes of this Agreement, County may terminate this Agreement forthwith, and Contractor shall be entitled to no further services from County.

5. INSPECTION OF RECORDS

County shall have the right to inspect the financial records of a Contractor at any reasonable time during the term of this Agreement. Such records of Contractor shall be kept in a manner acceptable to County and in conformance with standard accounting practices for non-profit organizations.

In addition, Contractor shall submit to the Director of Parks and Recreation within four months after the close of each business year an annual report summarizing the financial activities of Contractor during this year.

6. INDEPENDENT CONTRACTOR

Both parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agent, employees, partners, joint venturers or associates of one another. The employees or agents of the one party shall not be construed to be the employees or agents of the other. County employees shall remain employees of County notwithstanding the fact they are assisting the Contractor.

7. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Contractor's operations, or its services hereunder.

8. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required beyond the aforementioned County services to perform the services authorized under this Agreement and that such services performed by Contractor or under Contractor's supervision, will be performed by persons authorized by law to perform such services.

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9. CONFLICT OF INTEREST

Contractor and its agents and employees shall comply with all applicable federal, state, and county laws and regulations governing conflict of interest. To this end, Contractor will make available to its agents and employees copies of all applicable federal, state, and county laws and regulations governing financial disclosure and conflict of interest.

10. TERMINATION

County or Contractor may terminate this Agreement without cause upon thirty (30) days written notice. All operations under this Agreement shall cease effective the 30th day after receipt of notice of termination and County's obligations under this Agreement shall cease on that date.

11. FURTHER AGREEMENTS

Further agreements between the parties hereto which are consistent with this Agreement may be incorporated into or attached to this Agreement if executed by the Director and Contractor. In the event of a conflict between this Agreement and any such further agreement, the language and intent of this Agreement shall take precedence over that of any further agreement entered into under this provision.

12. ASSIGNMENT

This Agreement, or any provision hereof or any right or obligation arising hereunder, is not assignable by Contractor in whole or in part, without the express written consent of the Director of Parks and Recreation.



13. BINDING EFFECT

All of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefits of the successors of the respective parties.

14. NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE

a. Contractor hereby certifies and agrees that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age or handicap, be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

b. Contractor certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, political affiliation, marital status, sex, age or handicap and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the State Fair Employment Practices Act.

c. Contractor certifies and agrees that subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, creed, color, national origin, political affiliation, marital status, sex, age or handicap.

d. All employment records shall be open for inspection and reinspection at any reasonable time during the term of this Agreement for the purpose of verifying the practice of non-discrimination by Contractor in the areas heretofore described.

e. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the non-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Opportunity Commission that Contractor has violated State or Federal non-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the non-discrimination provisions of this Agreement.

15. RELIGIOUS PROSELYTIZING AND POLITICAL PROPAGANDIZING

Contractor agrees that it will not perform or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. Services under this Agreement will be used exclusively for performance of the work required under this Agreement and no services made available under this Agreement shall be used to promote any religious or political activities.

16. COMPLIANCE WITH LAWS

The parties agree to be bound by all applicable federal, state and local laws, ordinances, regulations, and directives insofar as they pertain to the performance of this Agreement. Contractor specifically acknowledges that this Agreement does not supercede the permit requirements of County which may be

applicable to specific activities and/or special events proposed to be conducted under the authority of this Agreement.

17. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

18. SEVERABILITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

19. NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested.

All notices to County shall be sent addressed to the following: Director of Parks and Recreation, County of Los Angeles, 433 South Vermont Avenue, Los Angeles, California 90020.

All notices to Contractor shall be sent addressed as from time to time agreed upon by Contractor and the Director of Parks and Recreation.

20. COORDINATORS

County's Agreement coordinator shall be its Director of Parks and Recreation or his designated representative. That officer shall have the authority to administer the Agreement on behalf of County. Contractor shall provide a representative to be available to County for consultation and assistance during the performance of this Agreement.

IN WITNESS WHEREOF Contractor has executed this Agreement, or caused it to be duly executed, and County of Los Angeles, by order of its Board of Supervisors, has authorized this Agreement to be executed on its behalf by the Director of Parks and Recreation, on the day and year first above written.

CONTRACTOR

By \_\_\_\_\_

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Parks and Recreation

ATTEST:

APPROVED AS TO FORM:

DEWITT W. CLINTON  
County Counsel

By *W. C. S. Parker*  
Deputy County Counsel